



1/19-CV-0267

FILED
HARRISBURG, PA

MAY - 7 2019

DM

DEPUTY CLERK

4131 Huffmanville Rd
Glen Rock, PA 17327
Phone: (866) 930-4282
Fax: (717) 235-1285
service@advancedtermitecontrol.com
www.atcpestcontrol.com

To the Honorable Judge Rambo, PER

Please consider this request. We are a small, family-owned and operated company. We have a family member working on our website and he went to a free site to download a simple picture of an ant. This was very innocent. The picture was marked as free with no water marks or copyright markings. When we received the letter, I called and explained and the image was immediately removed that day. It was only on our website for 2-weeks. The Plaintiff states that the image was used to sell ant treatment kits in Texas. We are not licensed in Texas. We don't do business in Texas. We did not sell any ant kits during the time the image was on our site. We believe this to be legal extortion. It seems this man makes a living doing this. I am asking the court to find our corporation "not in good standing" so he will have to sue me personally. This is the only way that I can present all of the evidence I have gathered to prove this is all false. I simply cannot afford to pay \$15k to an attorney to represent our corporation. Thank you for your time and understanding.

Respectfully,

Bryan Guderjohn



1:19 - CV - 0267

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Business compliance requirements fall into two categories. Internal and external

Internal Requirements are actions that must be taken within the corporation company by the directors and shareholders or members and managers respectively.

Internal requirements must be documented as part of company records. It is necessary to present these records in the event of a lawsuit.

Corporation (S-Corp) have the strictest internal requirements, including holding initial and annual director and shareholder meetings and adopting and maintaining updated By-Laws and issuing stock to shareholders.

If a corporation is sued and unable to show it met all corporate formalities and state requirements, a judge can rule that the company has been acting more like a sole proprietorship or general partnership. This can result in "piercing the corporate veil" meaning that the Limited Liability Protection disappears and leave individual owners vulnerable.

Alex Wild has stated in writing that he will sue corporation but if an individual uses his picture he will simply ask them to stop.

Advanced Termite Control, Inc. is not in good standing with the State of Pennsylvania.

We ask the Honorable Judge Rambo to acknowledge our corporation as in not good standing and the veil of protection has been eliminated with regard to this lawsuit and dismiss all claims, requests and requirements to have an attorney represent the corporation under these conditions.

According to the law, an S- Corporation must have a lawyer represent the Corporation in a lawsuit. Advanced Termite Control, Inc is not in good standing and has not kept, maintained or attempted to maintain it's internal S-Corporation requirements required by the state.

According to Alex Wild's own words. His lawyer attempts to reach the owners of the violation to have it removed. His lawyer contacted us and the image in question was removed that day. This was reported to Alex Wild's lawyer and the lawyer stated that wasn't good enough and wanted money. This image was downloaded off of a free image page with no copyright or watermark. *See Alex Wild Lawsuit

" These typically do not proceed to filing unless an infringing company repeatedly fails to respond after being made aware of the problem."

We complied that day. The image was removed.



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Internal Violations

Article 1

Section 1.1 Annual Meetings

Section 1.3 Notice of Meetings

Section 1.5 Validating Meeting of shareholders

Section 1.7 Organization

Section 1.8 Voting

Section 1.9 Cumulative Voting

Section 1.12 Fixing date of determination of Shareholders of record

Section 1.13 Consent of Shareholders in lieu of Meetings

Article 2

Section 2.2 election, term of office, resignation, vacancies

Section 2.3 Regular Meetings

Section 2.7 Organization

Article 3

Section 3.1 Executive and other Committees

Article 4

Section 4.1 Officers, Election

Section 4.2 Term of Office

Section 4.3 Powers and Duties



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Article 5

Section 5.1 Form of Certificates

Article 6

Section 6.1 Shareholder Records

Section 6.2 Corporate Documents and By-Laws

Section 6.3 Minutes and Accounting Records

Section 6.5 Annual Report to Shareholders

Article 7

Section 7.1 Principal Executive

Section 7.2 Fiscal Year

Section 7.7 Amendment of By-Laws

STOCK TRANSFER LEDGER

	NAME OF STOCKHOLDER	PLACE OF RESIDENCE	TIME BECAME OWNER	CERTIFICATES ISSUED		FROM WHOM SHARES WERE TRANSFERRED (If Original Issue Enter As Such)	
				CERTIF. NOS.	NO. SHARES		
A							
B							
C							
D							
E							
F							
G							

**WAIVER OF NOTICE OF
SPECIAL MEETING OF SHAREHOLDERS OF**

We, the undersigned, being all of the Shareholders of _____ (the "Corporation"), hereby agree and consent that the special meeting of the Shareholders of the Corporation be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof, any Shareholder present may deem as advisable thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting:

Date of Meeting:

Time of Meeting:

Dated:

Shareholder

Shareholder

Shareholder

Shareholder

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Dated:

Secretary

**MINUTES OF SPECIAL MEETING
OF BOARD OF DIRECTORS
OF**

The special meeting of the Board of Directors of _____ (the "Corporation") was held on the date and time and at the place set forth in the written waiver of notice signed by all of the Directors, fixing such time and place, and prefixed to the minutes of this meeting.

There were present at the meeting _____ being all the members of the Board of Directors.

The meeting was called to order by _____ the President of the Corporation, who served as Chairperson of meeting, and the Secretary of the Corporation assumed the duties of Secretary of the meeting.

The Chairperson presented to the meeting a copy of a _____ which had agreed to execute, and advised that it was appropriate to authorize the execution and performance thereof by the Corporation. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the terms, covenants and conditions of _____ between _____ and the Corporation presented to the meeting be, and they hereby are, approved, and that a copy of said _____ be annexed to the minutes the meeting, and that the officers of the Corporation hereby are authorized to execute and deliver said _____ in the name and on behalf of the Corporation and to take such actions as may be necessary or advisable to perform the provisions of said _____.

The Chairperson presented to the meeting a copy of a _____ which had agreed to execute and advised that it was appropriate to authorize the execution and performance thereof by the Corporation. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the terms, covenants and conditions of _____ between _____ and the Corporation presented to the meeting be, and they hereby are, approved, and that a copy of said _____ be annexed to the minutes the meeting, and that the officers of the Corporation hereby are authorized to execute and deliver said _____ in the name and on behalf of the Corporation and to take such actions as may be necessary or advisable to perform the provisions of said _____.

**WAIVER OF NOTICE OF SPECIAL MEETING
OF BOARD OF DIRECTORS
OF**

We, the undersigned, being all of the Directors of _____ (the "Corporation"), hereby agree and consent that the special meeting of the Board of Directors of the Corporation be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof, the Directors present may deem as advisable thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting:

Date of Meeting:

Time of Meeting:

Dated:

Director

Director

that the officers of the Corporation hereby are authorized to execute and deliver said _____ in the name and on behalf of the Corporation and to take such actions as may be necessary or advisable to perform the provisions of said _____.

The Chairperson presented to the meeting a copy of a _____ which _____ had agreed to execute and advised that it was appropriate to authorize the execution and performance thereof by the Corporation. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the terms, covenants and conditions of _____ between _____ and the Corporation presented to the meeting be, and they hereby are, approved, and that a copy of said _____ be annexed to the minutes the meeting, and that the officers of the Corporation hereby are authorized to execute and deliver said _____ in the name and on behalf of the Corporation and to take such actions as may be necessary or advisable to perform the provisions of said _____.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Dated:

Secretary

**MINUTES OF ANNUAL MEETING
OF BOARD OF DIRECTORS
OF**

The annual meeting of the Board of Directors of _____ (the "Corporation") was held on the date and time _____ and at the place set forth in the written waiver of notice signed by all of the Directors, fixing such time and place, and prefixed to the minutes of this meeting.

There were present at the meeting _____ being all the members of the Board of Directors.

The meeting was called to order by _____. It was moved, seconded and unanimously carried that _____ act as Temporary Chairperson and that _____ act as Temporary Secretary.

The meeting then proceeded to the election of officers. Upon nominations duly made and seconded, the following were unanimously elected officers of the Corporation, to serve for the ensuing year and until their successors are elected and qualify:

President:

Vice President:

Secretary:

Treasurer:

The President of the Corporation thereupon assumed the Chair, and the Secretary of the Corporation assumed his duties as Secretary of the meeting.

The Chairperson presented to the meeting a copy of a _____ which had agreed to execute and advised that it was appropriate to authorize the execution and performance thereof by the Corporation. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the terms, covenants and conditions of _____ between _____ and the Corporation presented to the meeting be, and they hereby are, approved, and that a copy of said _____ be annexed to the minutes the meeting, and _____

**WAIVER OF NOTICE OF ANNUAL MEETING
OF BOARD OF DIRECTORS
OF**

We, the undersigned, being all of the Directors of _____ (the "Corporation"), hereby agree and consent that the annual meeting of the Board of Directors of the Corporation be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof, the Directors present may deem as advisable thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting:

Date of Meeting:

Time of Meeting:

Dated:

Director

Director

Director

Director

**MINUTES OF ANNUAL MEETING OF SHAREHOLDERS
OF**

The annual meeting of the Shareholders of _____ (the "Corporation") was held on the date _____ and time and at the place set forth in the written waiver of notice signed by the Shareholders, fixing such time and place, and prefixed to the minutes of this meeting.

The meeting was called to order by _____, the President of the Corporation. There were present at the meeting:

being all the Shareholders of the Corporation.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the persons listed below be, and they hereby are, elected as Directors of the Corporation, to serve until the next annual meeting of Shareholders and until their successors are duly elected and qualify:

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Secretary

**WAIVER OF NOTICE OF
ANNUAL MEETING OF SHAREHOLDERS OF**

We, the undersigned, being all of the Shareholders of _____ (the "Corporation"), hereby agree and consent that the annual meeting of the Shareholders of the Corporation be held on the date and time and at the place designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any adjournment or adjournments thereof.

We do further agree and consent that any and all lawful business may be transacted at such meeting or at any adjournment or adjournments thereof, any Shareholder present may deem as advisable thereat. Any business transacted at such meeting or at any adjournment or adjournments thereof shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting:

Date of Meeting:

Time of Meeting:

Dated:

Shareholder

Shareholder

Shareholder

Shareholder

**MINUTES OF FIRST MEETING OF SHAREHOLDERS
OF**

The first meeting of the Shareholders of _____ (the "Corporation") was held on the date and time and at the place set forth in the written waiver of notice signed by the Shareholders, fixing such time and place, and prefixed to the minutes of this meeting.

The meeting was called to order by the President, heretofore elected by the Board of Directors. There were present at the meeting _____

being all the Shareholders of the Corporation.

There were presented to the meeting: a copy of the Articles of Incorporation of the Corporation; a copy of the Bylaws of the Corporation, duly adopted by the Incorporator of the Corporation; the Resolutions adopted by the Incorporator of the Corporation; the minutes of the First Meeting of the Board of Directors; the corporate certificate book; and the corporate certificate record book.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that a copy of the Articles of Incorporation of the Corporation, a copy of the Bylaws of the Corporation, the Resolutions adopted by the Incorporator, the minutes of the First Meeting of the Board of Directors, the corporate certificate book, and the corporate certificate record book have been examined by all Shareholders, and are all approved and adopted, and that all acts taken and decisions reached, as set forth in said documents, be, and they hereby are, ratified and approved by the Shareholders of the Corporation.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Secretary

**WAIVER OF NOTICE OF
FIRST MEETING OF SHAREHOLDERS OF**

We, the undersigned, being all of the Shareholders of _____
(The "Corporation"), hereby agree and consent that the
first meeting of the Shareholders of the Corporation be held on the date and time and at the place
designated hereunder, and do hereby waive all notice whatsoever of such meeting and of any ad-
journment or adjournments thereof.

We do further agree and consent that any and all lawful business may be
transacted at such meeting or at any adjournment or adjournments thereof, as may be deemed
advisable by any Shareholder present thereat. Any business transacted at such meeting or at any
adjournment or adjournments thereof shall be as valid and legal and of the same force and effect
as if such meeting or adjourned meeting were held after notice.

Place of Meeting:

Date of Meeting:

Time of Meeting:

Dated:

Shareholder

Shareholder

Shareholder

Shareholder

5. This letter shall be binding upon and shall inure to the benefit of the parties hereto and their personal representatives, successors and assigns. The Corporation reserves the right at any time to amend this Plan to any extent and in any manner it deems advisable, and upon the adoption of any such amendment, the Corporation and you, and all others claiming any interest hereunder shall be bound thereby.

This letter shall constitute a binding agreement between us upon its signature by us.

By

ACCEPTED AND AGREED TO

(Name of Corporation)

Dated:

This will serve to confirm the understanding and agreement between you and _____ (the "Corporation") concerning reimbursement of medical expenses.

1. The Corporation has adopted a Medical and Dental Reimbursement Plan. Pursuant to such Plan and for so long as you are employed by the Corporation, the Corporation agrees to reimburse you for all reasonable medical expenses, as defined in the Internal Revenue Code of 1986, as amended, other than expenses which are covered and are reimbursable to you under any medical, dental, health and/or accident insurance policy insuring you. Reimbursement shall not be made for cosmetic surgery, or drugs, optical equipment or other appliances, unless purchased upon prescription of a physician, dentist or other treating person. The Corporation shall not be obligated to reimburse you for more than \$ _____ in any fiscal year. The Corporation shall pay the premium cost for insurance coverage with insurance companies in favor of you for Blue Cross, Blue Shield, major medical, hospital and other health expense insurance coverage.

2. In order to be reimbursed pursuant to this Plan, you must submit proof to the Corporation of your medical and dental expenses within one year from the date when such expense or expenses were incurred.

3. The Corporation has adopted said Plan upon the advice of counsel that such reimbursements to you will be deductible in computing the Corporation's taxable income pursuant to the Internal Revenue Code and any applicable State tax statute. If for any reason whatsoever, the Internal Revenue Service and/or the State Taxing Authority should disallow any or all of the medical and dental reimbursement expenses which have been paid to you, as deduction in computing the Corporation's taxable income, you agree to reimburse the Corporation, on demand by the Corporation, for all disallowed medical and dental reimbursement expenses received by you pursuant to this agreement.

4. The Corporation shall have the right, at any time and for any reason whatsoever, to terminate said Plan, except that such expenses incurred by you and/or members of your immediate family prior to such termination shall be reimbursed to you pursuant to the terms of this agreement. If your employment is terminated for cause, you shall forfeit all rights to benefits hereunder.

**MEDICAL AND DENTAL REIMBURSEMENT PLAN
OF**

1. Purposes of Plan. The purposes of the Plan are: (a) to encourage employees to continue their association with the Corporation; (b) to attract additional employees; and (c) to provide employees with security against medical and dental expenses for themselves and their families.

2. Eligibility. All employees of the Corporation shall be eligible for the benefits of the Plan, other than employees who are: (a) nonresident aliens; (b) part-time or seasonal employees; persons included in a unit of persons covered by a collective bargaining agreement between employee representatives and the Corporation wherein accident and health benefits were the subject of good faith bargaining between such employee representatives and the Corporation; (d) persons who have not completed three years of service with the Corporation; and (e) persons who have not attained 25 years of age.

3. Benefits. The Corporation will reimburse all eligible employees for all reasonable medical expenses, as defined in the Internal Revenue Code of 1986, as amended, other than expenses which are covered and are reimbursable to an employee under any medical, dental, health and/or accident insurance policy insuring them. Reimbursement shall not be made for cosmetic surgery, or drugs, optical equipment or other appliances, unless purchased upon prescription of a physician, dentist or other treating person. The Corporation shall not be obligated to reimburse any employee more than \$ _____ in any fiscal year. The Corporation shall pay the premium cost for insurance coverage with insurance companies in favor of eligible employees for Blue Cross, Blue Shield, major medical, hospital and other health expense insurance coverage.

4. Submission of Proof. In order to qualify for reimbursement, proof of all said medical and dental expenses must be submitted to the Corporation within one year from the date on which such expenses were incurred.

5. Discontinuance of Plan. The Corporation reserves the right to discontinue and terminate this Plan for any reason whatsoever, except that such expenses as shall be incurred prior to such discontinuance and termination shall be reimbursed pursuant to the terms of this Plan.

6. Determination. All questions arising in the administration, the President of the Corporation shall determine application and interpretation of this Plan, except in those instances in which such President claims reimbursement, and in such event determination shall be made by the Board of Directors.

**Corporate Record of Shares Issued Under
Section 1244 of the Internal Revenue Code**

1. The Plan to Offer Shares Qualifying Under Section 1244 of the Internal Revenue Code was adopted by the Board of Directors on _____.
2. Prior to the adoption of the Plan no contributions to capital or paid-in surplus of the Corporation were made.
3. Upon the date of adoption of the Plan, the Corporation had no equity capital.
4. The shares of common stock issued pursuant to the Plan are as follows:

<u>Certificate</u>	<u>Issued</u>	<u>Date of</u>	<u>No. Of</u>	<u>Consideration*</u>
<u>Number</u>	<u>to</u>	<u>Issuance</u>	<u>Shares</u>	

* [NOTE: Consideration may be cash or other property, but not stock, securities or services. If cash, simply insert the amount. If other property, it should be itemized (in a separate schedule, if necessary) and it should include both tax basis and fair market value.]

5. This letter shall be binding upon and shall inure to the benefit of the parties hereto and their personal representatives, successors and assigns. The Corporation reserves the right at any time to amend this Plan to any extent and in any manner it deems advisable, and upon the adoption of any such amendment, the Corporation and you, and all others claiming any interest hereunder shall be bound thereby.

This letter shall constitute a binding agreement between us upon its signature by us.

By _____

ACCEPTED AND AGREED TO

(Name of Corporation)

Dated:

This will serve to confirm the understanding and agreement between you and _____ (the "Corporation") concerning reimbursement of medical expenses.

1. The Corporation has adopted a Medical and Dental Reimbursement Plan. Pursuant to such Plan and for so long as you are employed by the Corporation, the Corporation agrees to reimburse you for all reasonable medical expenses, as defined in the Internal Revenue Code of 1986, as amended, other than expenses which are covered and are reimbursable to you under any medical, dental, health and/or accident insurance policy insuring you. Reimbursement shall not be made for cosmetic surgery, or drugs, optical equipment or other appliances, unless purchased upon prescription of a physician, dentist or other treating person. The Corporation shall not be obligated to reimburse you for more than \$_____ in any fiscal year. The Corporation shall pay the premium cost for insurance coverage with insurance companies in favor of you for Blue Cross, Blue Shield, major medical, hospital and other health expense insurance coverage.

2. In order to be reimbursed pursuant to this Plan, you must submit proof to the Corporation of your medical and dental expenses within one year from the date when such expense or expenses were incurred.

3. The Corporation has adopted said Plan upon the advice of counsel that such reimbursements to you will be deductible in computing the Corporation's taxable income pursuant to the Internal Revenue Code and any applicable State tax statute. If for any reason whatsoever, the Internal Revenue Service and/or the State Taxing Authority should disallow any or all of the medical and dental reimbursement expenses which have been paid to you, as deduction in computing the Corporation's taxable income, you agree to reimburse the Corporation, on demand by the Corporation, for all disallowed medical and dental reimbursement expenses received by you pursuant to this agreement.

4. The Corporation shall have the right, at any time and for any reason whatsoever, to terminate said Plan, except that such expenses incurred by you and/or members of your immediate family prior to such termination shall be reimbursed to you pursuant to the terms of this agreement. If your employment is terminated for cause, you shall forfeit all rights to benefits hereunder.

**MINUTES OF FIRST MEETING OF SHAREHOLDERS
OF**

The first meeting of the Shareholders of ADVANCED TERMITE CONTROL, INC. (the "Corporation") was held on the date and time and at the place set forth in the written waiver of notice signed by the Shareholders, fixing such time and place, and prefixed to the minutes of this meeting.

The meeting was called to order by the President, heretofore elected by the Board of Directors. There were present at the meeting

being all the Shareholders of the Corporation.

There were presented to the meeting: a copy of the Articles of Incorporation of the Corporation; a copy of the Bylaws of the Corporation, duly adopted by the Incorporator of the Corporation; the Resolutions adopted by the Incorporator of the Corporation; the minutes of the First Meeting of the Board of Directors; the corporate certificate book; and the corporate certificate record book.

Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that a copy of the Articles of Incorporation of the Corporation, a copy of the Bylaws of the Corporation, the Resolutions adopted by the Incorporator, the minutes of the First Meeting of the Board of Directors, the corporate certificate book, and the corporate certificate record book have been examined by all Shareholders, and are all approved and adopted, and that all acts taken and decisions reached, as set forth in said documents, be, and they hereby are, ratified and approved by the Shareholders of the Corporation.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Secretary

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Secretary

RESOLVED, that the terms, covenants and conditions of _____
between _____ and the Corporation presented to the
meeting be, and they hereby are, approved, and that a copy of said _____
be annexed to the minutes the meeting, and that the officers of the Corporation hereby are
authorized to execute and deliver said _____ in the name and
on behalf of the Corporation and to take such actions as may be necessary or advisable to
perform the provisions of said. _____

There being no further business to come before the meeting, upon motion duly made,
seconded and unanimously carried, the meeting was adjourned.

Dated:

SECRETARY

RESOLVED, that the terms, covenants and conditions of the Shareholders Agreement presented to the meeting be, and they hereby are, approved, and that a copy of said Agreement be annexed to the minutes the meeting, and that the officers of the Corporation hereby are authorized to execute and deliver said Agreement in the name and on behalf of the Corporation and to take such actions as may be necessary or advisable to perform the provisions of said Agreement.

A Medical and Dental Reimbursement Plan was presented to the meeting. After discussion, upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the "Medical and Dental Reimbursement Plan" presented to the meeting hereby is approved and adopted by this Board of Directors, and it is ordered that a copy of said plan be annexed to the minutes of this meeting, and the President and such other officers as he may designate are hereby authorized and directed to take any and all actions necessary or desirable to carry out the provisions of said plan.

The Chairperson presented to the meeting a copy of a _____ which _____ had agreed to execute and advised that it was appropriate to authorize the execution and performance thereof by the Corporation. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the terms, covenants and conditions of _____ between _____ and the Corporation presented to the meeting be, and they hereby are, approved, and that a copy of said _____ be annexed to the minutes the meeting, and that the officers of the Corporation hereby are authorized to execute and deliver said _____ in the name and on behalf of the Corporation and to take such actions as may be necessary or advisable to perform the provisions of said. _____

The Chairperson presented to the meeting a copy of a _____ which _____ and advised that it was appropriate to authorize the execution and performance thereof by the Corporation. Upon motion duly made, seconded and unanimously carried, it was

The Secretary submitted to the meeting a seal proposed for use as the corporate seal of the Corporation. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the form of seal submitted to this meeting be, and it hereby is, approved and adopted as and for the corporate seal of the Corporation, and that an impression thereof be made on the margin of these minutes.

There was presented to the meeting a specimen of a proposed certificate to represent the Shares of the Corporation. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the specimen form of certificate which has been presented to this meeting be, and the same hereby is, approved and adopted as the certificate to represent the shares of the Corporation, and that the specimen certificate so presented to the meeting be annexed to the minutes thereof.

The banking arrangements of the Corporation were then discussed. After discussion, upon motion duly, made, seconded and carried, a proposed Secretarial Certificate to be furnished by the Secretary of the Corporation to M&T (name of bank) was unanimously approved, and the resolutions set forth in such Secretarial Certificate were unanimously adopted. A conformed copy of such Secretarial Certificate was ordered annexed to the minutes of the meeting.

RESOLVED, that the Secretarial Certificate annexed hereto reflecting the banking arrangements of the Corporation with M&T be, and it hereby is, approved and the resolutions set forth therein adopted.

The Chairperson then advised that it was in order to consider issuing the shares of the Corporation, and he presented a "Plan to Offer Shares Qualifying Under Section 1244 of the Internal Revenue Code" for consideration. He noted that this Section grants ordinary loss tax treatment in the event that any loss is sustained on such shares by the Shareholders. Upon motion duly made, seconded and unanimously carried, it was

RESOLVED, that the "Plan To Offer Shares Qualifying Under Section 1244 of the Internal Revenue Code" annexed hereto be, and the same hereby is, approved and adopted, and the President or such other officers as he may designate are hereby authorized and directed to take any and all actions necessary or desirable to carry out the provisions of said Plan.

The Chairperson presented to the meeting a copy of the Shareholders Agreement, which the Shareholders of the Corporation had agreed to execute, and advised that it was appropriate to authorize the execution and performance thereof by the Corporation. Upon motion duly made, seconded and unanimously carried, it was

Advanced Termite Control, Inc.

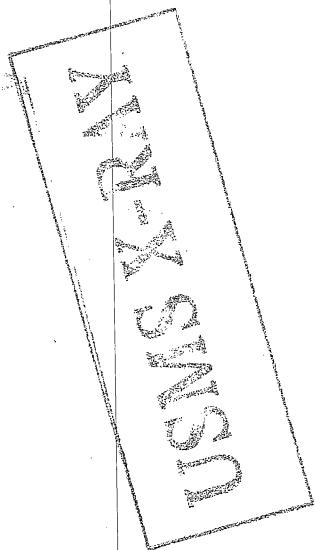
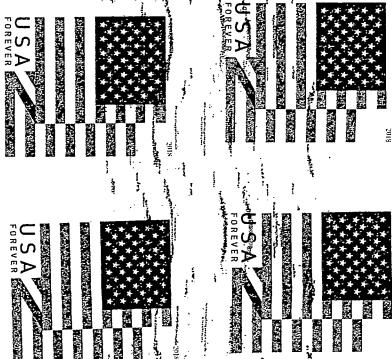
4131 Huffmanville Rd.
Glen Rock, PA 17327
866-930-4282

RECEIVED
HARRISBURG, PA

MAY 07 2019

Per DN
Deputy Clerk

U.S. Dist Court
Attn: Judge Rambo
P.O. Box 983
Harrisburg, PA 17108



FILED
HARRISBURG, PA

MAY 7 2019

PER

DM

DEPUTY CLERK

U. S. Dist Court

P.O. Box 983

Harrisburg, Pa 17108

ATTN: Judge Rambo